

# Memorandum



**DATE:** March 6, 2007

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No. 8(I)(1)(A)

**FROM:** George M. Borges  
County Manager

**SUBJECT:** Interlocal Agreement with the City of South Miami for MDPD School Crossing Guards Services

## **RECOMMENDATION**

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute an Interlocal Agreement between Miami-Dade County and the City of South Miami for school crossing guards services. This agreement is retroactive for the 2005-06 school year, and continues for two additional school years, 2006-07 and 2007-08. The cost of the service for 2005-06 is \$39,075 and is not expected to exceed \$64,097 for the current school year. The cost for 2007-08 will be determined during the City's budgetary process in 2007.

## **BACKGROUND**

The School Crossing Guard Program has generally been a municipal service provided by each municipality. However, the Miami-Dade Police Department (MDPD) had historically provided this service to requesting municipalities, using revenues generated by traffic violations and surcharges on parking fees. In FY 2004-05, the program had grown to the point where it required an additional funding source, therefore municipalities assumed the responsibility of paying the County for the services provided. Since then, an informal agreement has existed between the City of South Miami and County for the program. This resolution will formalize an agreement retroactively for services rendered in 2005-06, as well as the next two school years. Costs include actual salary, fringe benefits and other overhead costs.

The agreement states that MDPD will provide school crossing guard services to the City at various schools within the City limits. The services will be provided during the regular school year, not including summer sessions, teacher workdays or holidays. The daily hours of services will be determined by the commencement and dismissal times of the schools. The agreement requires the services of seven non-sworn personnel. All MDPD employees provided these services remain County employees, subject to MDPD and County policies and procedures.

This agreement was adopted by the South Miami City Council on September 25, 2006.

A handwritten signature in black ink, appearing to read "Susanne M. Torriente", written over a horizontal line.

Susanne M. Torriente  
Chief of Staff/Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** March 6, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(I)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(I)(1)(A)

Veto \_\_\_\_\_

03-06-07

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT FOR SCHOOL  
CROSSING GUARD SERVICES BETWEEN MIAMI-  
DADE COUNTY AND THE CITY OF SOUTH MIAMI;  
AND AUTHORIZING THE COUNTY MAYOR OR HIS  
DESIGNEE TO EXECUTE AMENDMENTS,  
RENEWALS, AND EXTENSIONS AND TO  
EXERCISE THE CANCELLATION PROVISIONS  
CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board, approves the execution of an Interlocal Agreement for School Crossing Guard Services between Miami-Dade County and the City of South Miami, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or his designee to execute the Agreement for and on behalf of Miami-Dade County, and to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the Agreement.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. K.B.D.

Kenneth B. Drucker

**INTERLOCAL AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND CITY OF SOUTH MIAMI  
SCHOOL CROSSING GUARDS SERVICE**

**THIS AGREEMENT**, by and between the City of South Miami a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "the City"), Miami-Dade County, Florida (hereinafter referred to collectively as "MDC"), the Miami-Dade Police Department (hereinafter referred to as "MDPD").

**WHEREAS**, the City is desirous of establishing and maintaining a high level of competent professional School Crossing Guard (SCG) service in conjunction and harmony with its fiscal policies of sound, economical management, and

**WHEREAS**, the City should have the flexibility to determine the level and deployment of SCG services and to establish service priorities; and, with the cooperation and recommendation from Miami-Dade County Public Schools, Department of Safety, and

**WHEREAS**, the MDPD, Community Affairs Bureau (CAB) Pedestrian Safety Section (PSS) personnel should be responsive to the assigned schools, student pedestrian/cyclist and school support personnel, and should work cooperatively with school personnel and the City to ensure the safety of the students as they arrive and depart from school property, and,

**WHEREAS**, MDC has agreed to render to the City a continuing high level of professional service, and the City is desirous of contracting for such services upon the terms and conditions hereinafter set forth, and

**WHEREAS**, the parties' interest is to develop a long standing relationship in order to effectively serve the City, the applicable school(s) and its students, and

**WHEREAS**, MDC and the City would like to abide by the following principles:

1. MDPD, PSS should be responsive to the school and its pedestrian students of the City.
2. MDPD, PSS should work cooperatively with the City and school officials in a problem-solving mode to maintain the safety and welfare of student pedestrians.
3. MDC should provide at a reasonable cost, efficient, and high-quality training appropriate for SCG personnel.
4. MDC shall provide to the City for the term of this Agreement, and any extensions of the term in accordance with the provisions of this

5

Agreement, competent professional SCG services with the stipulated elementary schools in the City to the extent and in the manner agreed upon by the parties.

**NOW THEREFORE**, in consideration of the following mutual obligations the parties agree as follows:

## ARTICLE I

### PURPOSE AND INTENT

MDC shall provide to the City competent, courteous, lawful, efficient and effective SCG services, as specified and for the term prescribed in this Agreement. The City will pay for, and cooperate with MDC in the provision of those professional services.

The Whereas Clauses express the intent of the parties and are incorporated into this Agreement.

## ARTICLE II

### DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as: **Community Affairs Bureau (CAB) Major:** Shall mean the MDPD Bureau Major who is responsible for overseeing the compliance with contractual stipulations and maintenance of quality service delivery.

**Personnel:** Shall mean MDPD CAB and SCG personnel assigned to the City. **School Crossing Guard (SCG):** Shall mean certified civilian personnel, employed by MDPD, who are utilized to conduct departmentally-approved pedestrian and traffic safety programs in the area of public elementary schools. SCG's shall be equipped with all standard issued uniform and supplies as depicted in Exhibit A.

**SCG Unit:** Shall mean the Departmental entity that reports to the CAB Major, which is responsible for coordinating pedestrian and traffic safety programs utilized to assist elementary school children in arriving and departing from schools in a safe manner. The SCG Unit is primarily responsible for providing assistance to all public elementary schools in unincorporated MDC and municipalities that contract services.

**Service:** Shall mean comprehensive SCG patrol services provided each day of the regular academic year excluding summer sessions, except when elementary schools are not in session for whatever reason.

**Staffing Levels:** Shall mean the number of SCG's assigned to and accepted by the City as they are listed in Exhibit B of this Agreement. The levels described in Exhibit B do not include staffing for SCGs during summer sessions.

**Staff Schedules:** Means those schedules prepared by the CAB Major or his designee to appropriately deploy personnel to ensure appropriate resources are maintained each shift.

**Pedestrian Safety Section (PSS) (Supervisor):** Means a designated Supervisor who reports to the CAB Captain. The responsibilities include the supervision, evaluation, and direction of the daily activities of the Pedestrian Safety Project Coordinators, SCG Supervisors, SCGs, and a Secretary.

**City Officials:** Means the council members, City Manager, City Attorney, and employees of the City.

### ARTICLE III

#### SCHOOL CROSSING GUARD SERVICES

MDPD shall provide SCG services, as set forth in this Agreement in accordance with Florida Statutes.

- 3.1 Without limiting the duty prescribed in the preceding paragraph, MDPD SCG personnel provide services during operational times of the regular public school year, not including summer sessions, Professional Development Days or Teacher's Workdays, Statutory Holidays, any other school holidays and when schools are closed.
- 3.2 The actual hours of service will be determined by the commencement and dismissal times of the schools identified in subparagraph 3.4.
- 3.3 Nothing in this contractual Agreement is intended to usurp the authority of MDPD policies and procedures. In addition, nothing herein is intended to usurp the authority of the City, its policies, procedures, and charter.
- 3.4 SCG services will be provided to the following locations:
  - i. Ludlum Elementary  
6639 Southwest 74 Street  
South Miami, Florida 33143
  - ii. South Miami Elementary  
6800 Southwest 60 Street  
South Miami, Florida 33143

## ARTICLE IV

### CONSIDERATION

- 4.1 Payment for services rendered for each contract year shall be based upon the level of service requested by the City pursuant to Article 7.2. Staffing in excess of the requested service level, listed in Exhibit B, shall require written authorization by the City Manager. The levels described in Exhibit B do not including staffing for SCGs during summer sessions.
- 4.2 The actual costs shall include direct supervisory and school crossing guard personnel salaries, plus all associated fringe benefits, applicable annual overhead, uniform, other general operating supplies, and standard support equipment. Exhibit D illustrates estimated annual cost based on FY 2005-06 figures and will be updated in subsequent years if requested by the City.
- 4.3 Payment for the services provided by MDC for subsequent years shall be based upon the level of staffing services requested by the City Manager utilizing the actual costs of personnel and equipment.
- 4.4 Vehicle costs for FY 2006-07 will be charged at the prorated flat rates shown in Exhibit D. At the beginning of subsequent fiscal years, the annual prorated flat rate for vehicles will be adjusted to reflect the updated costs at that time and the City will be billed accordingly.
- 4.5 An overhead will be charged on services provided to the city and may be adjusted and modified on a yearly basis. The current estimated costs for FY 2006-07 is shown in Exhibit D.

## ARTICLE V

### COMMAND STAFF

- 5.1 The CAB Major shall, among other specified duties, act as liaison between the City and MDPD.
- 5.2 In the event the City becomes dissatisfied with the performance of the SCG program, specific concerns regarding performance should be discussed with the CAB Major to ascertain avenues of resolution and immediate remediation, if any.
- 5.3 MDPD agrees to act expeditiously and in good faith in resolving any problems experienced by the City.



## ARTICLE VI

### EMPLOYMENT RESPONSIBILITY

- 6.1 All SCG employees and other persons employed by MDPD in the performance of SCG services for the City shall be and remain MDC employees.
- 6.2 MDPD employees will continue to abide by MDPD policies and procedures established in the Departmental Manual and pertinent subordinate directives.
- 6.3 MDC is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the City. Nothing in this Agreement shall be construed to create an employment relationship between the City and any MDC employees.

## ARTICLE VII

### EMPLOYMENT; RIGHT OF CONTROL

- 7.1 MDPD shall have and maintain the responsibility and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters including but not limited to assigning new personnel, transfers, promotions and any other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this Agreement. Transfers may be made for promotional, career opportunity, at the request of the employee, or at the request of the CAB Major, or at the discretion of the Director of MDPD or designee.
- 7.2 Staffing levels are listed in Exhibit B of this Agreement, and may be modified, in consultation with the City Manager, by the CAB Major from time to time as needs arise. The level, degree, type of service and number of positions assigned to each service shall be determined by the City in consultation with MDPD. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in Exhibit C.
- 7.3 In the event the City Manager becomes dissatisfied with the performance of any personnel assigned to the City, the City Manager shall discuss the concerns with the CAB Major. Upon request of the City Manager, the CAB Major may transfer or reassign personnel out of the City with the concurrence of the Director of MDPD or designee. The CAB Major will promptly address concerns expressed by the City Manager regarding

performance of SCG personnel pursuant to this agreement.

## ARTICLE VIII

### EMPLOYMENT; AUTHORITY TO ACT

- 8.1 SCGs provide pedestrian and traffic safety assistance to elementary school children in arriving and departing from schools in a safe manner.
- 8.2 The PSS shall be authorized to direct the daily SCG operations in the City; effectuate the City's and MDPD's priorities; manage the delivery of SCG services, and ensure the SCG needs of the concerned school and City are adequately met.

## ARTICLE IX

### CLAIMS

- 9.1 MDC is a political subdivision of the State of Florida and has elected to provide a program to administer and resolve claims that would generally be covered by a contractual insurance carrier, subject to the provisions of Section 768.28, Florida Statutes.
- 9.2 During the term of this Agreement, MDC shall process any and all claims by any parties related to MDC's performance of services specified in this Agreement, subject to the limitations of Section 768.28, Florida Statutes.

## ARTICLE X

### INDEMNIFICATION

- 10.1 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the City shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. MDC shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.
- 10.2 To the extent permitted by law and as limited by Section 768.28,

Florida Statutes, MDC shall defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by MDC, its employees, officers, and agents. The City shall promptly notify MDC of each claim, cooperate with MDC in the defense and resolution of each claim and not settle or otherwise dispose of the claim without MDC's participation.

- 10.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

## ARTICLE XI

### TERMINATION AND REMEDIES

- 11.1 In the event the City intends to cancel, terminate, and/or independently contract with another provider of SCG Services, the City shall provide written notification of such intent to MDPD at least 45 days prior to the cancellation date. Upon the date of cancellation of this agreement, the City shall incur all costs and liabilities associated with providing a school crossing guard program, an independently contracted SCG program, or failure to provide any such program.
- 11.2 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 11.3 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

## ARTICLE XII

### OPTION TO RENEW

- 12.1 The parties shall meet no later than June 1, 2007, to negotiate the

terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XIII and shall conclude such negotiations no later than January 31, 2008, in order for both parties to anticipate budgetary considerations for fiscal year range.

- 12.2 In the event that the parties cannot come to a mutual Agreement on the terms and conditions of the Renewal Term, this Agreement shall expire on the date specified in Article XIII.

## ARTICLE XIII

### TERM

This Agreement shall be effective retroactively beginning with the first day of the 2005/2006 Academic School year (August 8, 2005) and will expire upon completion of the last day of the 2007/2008 Academic School year, unless terminated earlier as specified in Article XI.

## ARTICLE XIV

### INDEPENDENT CONTRACTORS

MDC, for the purposes of this Agreement, is and shall remain an independent contractor.

## ARTICLE XV

### AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 15.1 The County Manager, by execution of this Agreement, represents to the City that he has full power and authority to make and execute this Agreement pursuant to the resolution of the County Commission.
- 15.2 The City Mayor, by the execution of this Agreement, represents to the MDC that the manager has full power and authority to make and execute this Agreement pursuant to the resolution of the City Council.

## ARTICLE XVI

### AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

## ARTICLE XVII

### NOTICE

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

City: City Manager  
Yvonne McKinley

City of South Miami  
6130 Sunset Drive  
South Miami, Florida 33143

and

City Attorney  
Nagin Gallop Figueredo  
City of South Miami  
6130 Sunset Drive  
South Miami, Florida 33143

MDC:

County Manager George  
M. Burgess Miami-Dade  
County  
Stephen P. Clark Center  
111 NW First Street  
Suite 2910  
Miami, Florida 33128

and

Director  
Robert Parker  
Miami-Dade Police Department  
9105 NW 25 Street  
Miami, Florida 33172

and

Office of the County Attorney  
Stephen P. Clark Center  
111 NW First Street  
Suite 2810  
Miami, Florida 33128

## ARTICLE XVIII

### NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

## ARTICLE XIX

### ENTIRE AGREEMENT

- 19.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.
- 19.2 The exhibits referred to and annexed to this Agreement are made a part of this Agreement.
- 19.3 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

## ARTICLE XX

### BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

Signature Page to Follow

ATTEST:

CITY OF SOUTH MIAMI,

A municipal corporation

By: Maria M. Menendez  
Maria M. Menendez,  
City Clerk

Horace Feliu  
Horace Feliu,  
Mayor

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By: Luis R. Figueredo  
Luis R. Figueredo  
City Attorney

MIAMI-DADE COUNTY  
A political subdivision of the  
State of Florida  
By its Board of County  
Commissioners:

George M. Burgess  
County Manager

ATTEST:

HARVEY RUVIN, CLERK

By \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By \_\_\_\_\_  
County Attorney

## Exhibit A

### MIAMI-DADE POLICE DEPARTMENT UNIFORM AND EQUIPMENT FOR SCHOOL CROSSING GUARD

#### Quantity authorized

	<u>School Crossing Guard</u>	<u>Supervisor</u>
Pair of shoes	5	1
Pairs of long pants (2)	5	1
Shirts with patches (5)	5	1
Jacket with patches	5	1
Name tag	5	1
Baseball cap	5	
Safety vests (2)	5	1
Pair of mesh gloves	5	
Whistle	5	1
Raincoat	5	1
Belt	5	1



**EXHIBIT B**

**THE CITY OF SOUTH MIAMI  
School Crossing Guard Staffing Level**

<b>Job Classification</b>	<b>Quantity</b>
<b>Pedestrian Safety Project Coordinator</b>	<b>1</b>
<b>SCG Supervisor</b>	<b>1</b>
<b>School Crossing Guard</b>	<b>5</b>
<b>Total</b>	<b>7</b>

## **EXHIBIT C**

### **THE CITY OF SOUTH MIAMI Minimum Staffing Assignments School Crossing Guard Staffing**

<b>Job Classification</b>	<b>Quantity</b>
<b>Pedestrian Safety Project Coordinator</b>	<b>1</b>
<b>SCG Supervisor</b>	<b>1</b>
<b>School Crossing Guard</b>	<b>5</b>
<b>Total</b>	<b>7</b>

## EXHIBIT D

## The City of South Miami School Crossing Guards

Current Estimated Costs 08-09-06

Projected FY 2006-2007

Classification	#	Average Cost	Adjustment	Total
School X-Guard	5			\$51,238
School X-Guard Supervisor	1		29%	\$3,552 % of 2 schools in South Miami vs. 7 Schools
Pedestrian Safety Project Coordinator	1		6%	\$938 % of 2 school in South Miami vs. 34 Schools
<b>SUB-TOTAL NON-SWORN</b>	<b>7</b>			<b>\$55,728</b>
<b>Vehicles</b>				
SCG Supervisor	1	\$6,835	29%	\$1,953 % of 2 schools in South Miami vs. 7 Schools
Pedestrian Safety Project Coordinator	1	\$6,835	6%	\$402 % of 2 school in South Miami vs. 34 Schools
<b>SUB-TOTAL VEHICLES</b>				<b>\$2,355</b>
<b>SUB-TOTAL PERSONNEL</b> (Sworn, Non-Sworn, Vehicles)				<b>\$58,083</b>
General Overtime	1	\$2,000	6%	\$118 % of 2 school in South Miami vs. 34 Schools
<b>SUB-TOTAL (Overtime)</b>				<b>\$118</b>
<b>Subtotal w/ Overtime</b>				<b>\$58,201</b>
+10.13% Overhead (FY 05-06)				\$5,896
<b>EST. ANNUAL SUBTOTAL</b>				<b>\$64,097</b>

\* All costs are based on estimated average salaries and include Fringe costs.

\* Personnel costs includes the 3% COLA effective July 2006

The overhead calculation must be updated to correspond to the appropriate fiscal year.

Personnel Cost include fringe, insurance, longevity, and uniform allowance (if Applicable)

## EXHIBIT E

# The City of South Miami School Crossing Guards

Current Estimated Costs 08-15-06

Projected FY 2005-2006

Classification	#	Average Cost	Adjustment	Total
School X-Guard	5			\$48,977
School X-Guard Supervisor	1		29%	\$3,394 % of 2 schools in South Miami vs. 7 School
Pedestrian Safety Project Coordinator	1		6%	\$896 % of 2 school in South Miami vs. 34 School
<b>SUB-TOTAL NON-SWORN</b>	<b>7</b>			<b>\$53,266</b>
<b>Vehicles</b>				
SCG Supervisor	1	\$6,835	29%	\$1,953 % of 2 schools in South Miami vs. 7 School
Pedestrian Safety Project Coordinator	1	\$6,835	6%	\$402 % of 2 school in South Miami vs. 34 School
<b>SUB-TOTAL VEHICLES</b>				<b>\$2,355</b>
<b>SUB-TOTAL PERSONNEL</b> (Sworn, Non-Sworn, Vehicles)				<b>\$55,621</b>
General Overtime	1	\$2,000	6%	\$118 % of 2 school in South Miami vs. 34 School
<b>SUB-TOTAL (Overtime)</b>				<b>\$118</b>
<b>Subtotal w/ Overtime</b>				<b>\$55,739</b>
+10.13% Overhead (FY 05-06)				\$5,646
<b>EST. ANNUAL SUBTOTAL</b>				<b>\$61,386</b>

Parking Ticket Surcharge Credit\*

\$22,311

TOTAL

\$39,074.63

\*Based on South Miami share of surcharge to MDPD(Q4 FY 04/05 -Q3 FY 05/06)

Personnel costs includes the 3% COLA effective July 2006

The overhead calculation must be updated to correspond to the appropriate fiscal year.

Personnel Cost include fringe, insurance, longevity, and uniform allowance (If Applicable)

**RESOLUTION NO. 166-06-12307**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, MIAMI-DADE COUNTY POLICE DEPARTMENT AND THE CITY OF SOUTH MIAMI FOR SCHOOL CROSSING GUARD SERVICES; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Mayor and City Commission of the City of South Miami desires to establish and maintain a high level of competent professional School Crossing Guard (SCG) service in conjunction and harmony with its fiscal policies of sound, economical management; and,

**WHEREAS**, the City should have the flexibility to determine the level and deployment of SCG services and to establish service priorities; and, with the cooperation and recommendation from Miami-Dade County Public Schools, Department of Safety; and,

**WHEREAS**, the MDPD, Community Affairs Bureau (CAB) Pedestrian Safety Section (PSS) personnel should be responsive to the assigned schools, student pedestrian/cyclist and school support personnel, and should work cooperatively with school personnel and the City to ensure the safety of the students as they arrive and depart from school property; and,

**WHEREAS**, MDC has agreed to render to the City a continuing high level of professional service, and the City is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and,

**WHEREAS**, the parties' interest is to develop a long standing relationship in order to effectively serve the City, the applicable school(s) and its students; and,

**WHEREAS**, MDC and the City would like to abide by the following principles:

1. MDPD, PSS should be responsive to the school and its pedestrian students of the City.
2. MDPD, PSS should work cooperatively with the City and school officials in a problem-solving mode to maintain the safety and welfare of student pedestrians.
3. MDC should provide at a reasonable cost, efficient, and high-

quality training appropriate for SCG personnel.

4. MDC shall provide to the City for the term of the approved interlocal agreement, and any extensions thereof, competent professional SCG services with the stipulated elementary schools in the City to the extent and in the manner agreed upon by the parties.

**WHEREAS**, the Mayor and City Commission desire to approve the attached interlocal agreement.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA;**

**Section 1.** The interlocal agreement attached hereto as exhibit one to this resolution is hereby incorporated by reference and approved by the city commission.

**Section 2.** This resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of September, 2006.

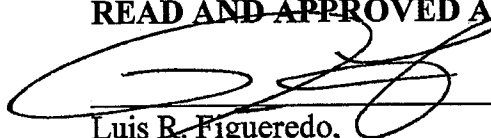
**ATTEST:**

  
**CITY CLERK**

**APPROVED:**

  
**MAYOR**

**READ AND APPROVED AS TO FORM:**

  
Luis R. Figueredo,  
Nagin Gallop Figueredo, P.A.  
Office of City Attorney

<b>COMMISSION VOTE:</b>	3-0
Mayor Feliu:	Yea
Vice Mayor Wiscombe:	Yea
Commissioner Birts:	absent
Commissioner Palmer:	absent
Commissioner Beckman:	Yea



CITY OF SOUTH MIAMI  
OFFICE OF THE CITY MANAGER  
INTER-OFFICE MEMORANDUM



**To:** The Honorable Mayor Feliu and Members of the City Commission

**Via:** Yvonne S. McKinley, City Manager *YMC*

**From:** Vincent A. Landis, Chief of Police

**Date:** September 19, 2006

**Subject:** School Crossing Guard Contract

Item No. 4

**Request:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, MIAMI-DADE COUNTY POLICE DEPARTMENT AND THE CITY OF SOUTH MIAMI FOR SCHOOL CROSSING GUARD SERVICES; PROVIDING AN EFFECTIVE DATE.**

**Reason:** The Miami-Dade Police Department (MDPD) has been providing excellent school crossing guard (SCG) service to the City of South Miami for several years. MDPD provides five (5) school crossing guards (SCGs) to South Miami. Three are posted at Ludlam Elementary and two are near South Miami Elementary.

Prior to the 2005/06 school year, the former City administration was negotiating with MDPD to pay for the services and agreed to pay for services for that school year. Based on projections from MDPD and after analyzing revenues expected from the countywide SCG ticket surcharge distribution program, \$46,000 was budgeted.

In July, 2006, MDPD requested payment of \$96,148 for services rendered in the 2005/06 school year. Through negotiations, this amount has been reduced to \$61,386 and the City is being credited with \$22,311 that we would have received from the distribution fund. This leaves a balance of \$39,075 that is owed to MDPD.

I am recommending that this amount be paid and that the City enter into the attached interlocal agreement for school crossing guard services.

**Backup Documentation:**

- Interlocal Agreement between Miami-Dade County and City of South Miami